

Memorandum of Agreement Between

Eastern Shore of Virginia 9-1-1 Commission and Town of Chincoteague, VA

I. Purpose

The purpose of this Memorandum of Agreement is to memorialize the request from the Town of Chincoteague, a municipal corporation, ("Town") to transfer 9-1-1 services (defined as the reception point for 9-1-1 calls and the dispatch of Fire/EMS services for the Town of Chincoteague) to the Eastern Shore of Virginia 9-1-1 Commission ("9-1-1 Commission") and to specify items of agreement associated with this transition of services. At the October 21st, 2013 Town of Chincoteague public hearing/council meeting, authorization was approved by vote of the Chincoteague Town Council to transfer 9-1-1 services pending execution of this Memorandum of Agreement.

II. General Terms and Conditions

The Eastern Shore of Virginia 9-1-1 Commission and the Town of Chincoteague agree to the following terms and conditions.

- A. Effective on November 18th, 2013, 9-1-1 services for the Town of Chincoteague shall be transferred to the ESVA 9-1-1 Commission. The ESVA 9-1-1 Commission shall dispatch and provide dispatch related services for the Town of Chincoteague (as is done for other Fire/EMS agencies in Accomack County) and transfer law enforcement matters to the Chincoteague Police Department.
- B. The Town shall notify the Commonwealth of Virginia of no longer being a primary Public Safety Answering Point (PSAP), effective November 18th, 2013, and an agreement between the ESVA 9-1-1 Commission and Town of Chincoteague. It is understood from representatives from Virginia Information Technologies Agency (VITA) that the funds the Town of Chincoteague receives from the two revenue sources related to processing 9-1-1 calls (wireless E-911 surcharge and Communications Sales and Use Tax (percentage for 9-1-1 services)) are unable to be directly provided to the ESVA 9-1-1 Commission, or its fiscal agent. The Town of Chincoteague will forward to the Eastern Shore 9-1-1 Commission or its fiscal agent revenues received monthly, within forty-five days, as stated above from 9-1-1 tax collections (wireless E-911 surcharge and Communications Sales and Use Tax (percentage for 9-1-1 services) for tax imposed on or after December 1, 2013 or until such time the Commonwealth of Virginia disburses the revenue directly to the ESVA 9-1-1 Commission or its fiscal agent.
- C. The Commission shall assume ownership and maintenance responsibilities for the VHF Fire/EMS radio infrastructure used for fire/EMS Communications upon receipt of a complete inventory of the existing radio infrastructure owned by the Town. This inventory includes but is not limited to the VHF repeater, duplexer, and radio antenna system used for fire/EMS Communications with the Town of Chincoteague. The radio infrastructure does not include console related equipment/infrastructure. The Town warrants and represents that at the time of execution of this Agreement, all VHF infrastructure equipment is operational with no deficiencies and all infrastructure equipment and field equipment is compliant with any state and federal requirements. Should the town elect to resume 9-1-1 services, the Commission shall transfer the applicable equipment stated above back to the Town. The Commission shall offer the sale of such new equipment at a pro-rated amount based on depreciation. All aged and replaced equipment shall be delivered to the Town at such time of replacement.

- D. The applicable FCC license (VHF Fire/EMS radio system) shall also be transferred to the Commission within 6 months of the effective date of this Agreement. Should the town elect to resume 9-1-1 services; the Commission shall then effect the transfer of the applicable FCC license (VHF Fire/EMS radio system) back to the Town.
- E. Immediate (24/7) access shall be provided to ESVA 9-1-1 Center staff to the VHF Fire/EMS communications equipment for needed repairs, testing, and maintenance, with the Town of Chincoteague being responsible for security of all equipment.
- F. If the Town of Chincoteague elects to resume 9-1-1 services, twelve months' notice shall be provided to the ESVA 9-1-1 Commission and the Commonwealth of Virginia, unless otherwise agreed to by the ESVA 9-1-1 Commission and the Town of Chincoteague. Such notice shall be in writing from the duly authorized representative of the Town to the Chairman of the ESVA 9-1-1 Commission and shall be by certified or registered mail, or commercial delivery. Upon such termination of services by the Town, and the resumption of such services by the Town, all such funds as described under Paragraph B hereof then being paid to the Commission for such services, whether forwarded by the Town or paid directly by the Commonwealth of Virginia, shall be, as of the effective date of termination, retained by the Town, forwarded by the Commission to the Town on a monthly basis within 45 days after receipt, or paid to the Town directly by the Commonwealth of Virginia, as applicable.
- G. The term of this Memorandum of Agreement is for one year beginning on December 1, 2013. This Agreement shall automatically renew annually on December 1 each year unless notice of termination has been given as described in Paragraph F, in which case it shall terminate 12 months thereafter.

Approved this 5th day of December, 2013 by the Eastern Shore 9-1-1 Commission and on the 10 day of December, 2013 by the Town of Chincoteague, a Virginia municipal corporation, and executed by the ESVA 9-1-1 Commission Chairman and the Mayor of the Town of Chincoteague, VA:

ESVA 9-1-1 Commission

By: Donald E. Kellam, Jr.

Its: Chairman

Date: 12/5/2013

TOWN OF CHINCOTEAGUE, VA

By: Jim H. Jan

Its: Mayor

Date: 12/10/2013